



Shelby County, Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposals

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: October 13, 2016

Due: November 2, 2016 no later than 2:00 P.M. (Central Standard Time)

RFP #17-010-17

LEAD-BASED PAINT RISK ASSESSMENT SERVICES

FOR

SHELBY COUNTY, TENNESSEE

Shelby County Government, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of one or more consultant firms to provide lead-based paint inspection and risk assessment professional services, as well as radon sampling and analysis, in support of the Shelby County Lead Hazard Control and Healthy Homes Program. Shelby County is issuing this Request for Proposals (RFP) to solicit written proposals from consultants or consultant teams who are interested in providing such services. Based on an evaluation of responses to this RFP, a consultant will be selected and invited to participate in further discussions and negotiation of a contract agreement for the requested services.

This notification and any future information regarding this RFP is and will be located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described Request For Proposals. Based on an evaluation of responses to this RFP, one or more

firms/consultants will be selected and invited to participate in further discussions and negotiation of a contract for the requested services.

The proposal, as submitted, should include all rates and information related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 2:00 p.m. on November 2, 2016.** Proposals should be addressed to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103**

The package containing an original (clearly identified as original) and seven (7) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "CONTRACTOR FOR LEAD-BASED PAINT RISK ASSESSMENT SERVICES FOR , RFP # 17-010-17" noted on the outside.

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Note: Please make sure you pay close attention to Sections: I-V, XI - XII. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of one or more consultant firms to provide professional services to provide lead-based paint inspection and risk assessment professional services in support of the Shelby County Lead Hazard Control Program. Shelby County is issuing this Request for Proposals (RFP) to solicit written proposals from consultants or consultant teams who are interested in providing such services in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP.

In this RFP, the terms Proposers and Consultant are used interchangeably unless the context indicates otherwise. Qualified Section 3 Business Concerns are encouraged to respond.

Interested consultants and contractors should submit a Letter of Interest and Statement of Qualifications related to the services requested by the RFP specifications. Based on an evaluation of responses to this RFP, one or more consultants and/or contractors will be selected and invited to participate in further discussions and negotiation of a contract for the requested services.

II. MINIMUM PROPOSER REQUIREMENTS

All proposers must:

1. Adhere to all Title VI requirements and provide proof/documentation.
2. Prime and LOSB contractors must apply and qualify for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting response.
3. Adhere to HUD Section 3 requirements.
4. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.
5. Adhere to all insurance requirements and provide documentation. Insurance requirement subject to change.
6. Adhere to Tennessee Department of Environment and Conservation (TDEC) requirements regarding lead abatement activity and must provide a valid and current copy of their lead Abatement Firm certification issued by TDEC
7. Adhere to the requirements of the "Living Wage Ordinance #328," Section VI, Item i.
8. Be free of external controls, either from public or for-profit interest.
9. Have sufficient experienced staff or sub-contractors certified in the State of Tennessee to provide the services described in its proposal (the "Services").
10. Provide copies of the TDEC Firm Certification as well as copies of the TDEC Risk Assessor certifications of all identified team members.

Please Note: *As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.*

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP due date, bid will be accepted pending EOC approval of their application.

If you have any questions regarding the application, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103
(901) 222-2250**

Respondents requesting additional information or clarification are to contact Tosha Davenport in writing at tosha.davenport@shelbycountyn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday November 26, 2016 by 12:00 p.m. (CST).*** These guidelines for communication; have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 2:00 P.M., Wednesday November 2, 2016. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released
Proposal Due Date
Notification of Award

Thursday, October 13, 2016
Tuesday November 2, 2016 2PM (CST)
Nov / Dec 2016

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority.

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity.

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

H. Living Wage

Shelby County Government Ordinance # 328 "Living Wages" is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

VII. General Information:

A. Background.

Shelby County Department of Housing (SCDH) has been awarded a 2016 Lead-Based Paint Hazard Control Grant including supplemental Healthy Homes funding. The term of this grant is 36 months and includes goals to enroll and evaluate 200 housing units and address lead-based paint hazards in 149 units. SCDH anticipates providing additional healthy homes interventions in 100 homes where lead-based paint hazards are being addressed. The successful Proposer will contract with Shelby County to conduct lead paint inspections and risk assessments.

B. Scope of Contract:

The selected consultant will conduct lead paint inspections and risk assessments (LIRAs), to include all necessary and required environmental sampling and analysis, in accordance with applicable HUD, EPA, and TDEC thresholds for assessments and reporting. All testing will be performed in accordance with applicable regulations with no exceptions.

To complete the LIRAs, the selected environmental consultant will first conduct surface-by-surface paint inspections using X-Ray Fluorescence (XRF) analysis to identify areas which have a lead content of greater than or equal to 1.0 mg/cm² as well as collect environmental samples (soil and dust) in accordance with applicable regulations and guidelines using TDEC Certified Lead Abatement Inspectors or Risk Assessors.

The consultant will be responsible for having environmental samples analyzed and results provided by a National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory. The consultant will then utilize the paint inspection and environmental analysis results provided to prepare a complete Risk Assessment for each unit using TDEC certified Risk Assessors, to include the paint inspection report and environmental analysis, to develop a complete Risk Assessment in accordance with all applicable guidelines and regulations to include options for addressing all identified lead based paint hazards.

The consultant will provide the LIRA for every property to the property owner and obtain acknowledgements of receipt to that effect. The consultant will also provide the LIRA and the signed acknowledgements to SCDH.

The consultant will also provide radon sampling and analysis on select units as requested.

In order to provide property owners with lead hazard evaluation and control information generated by activities under this grant so that the owner can comply with the Lead Disclosure Rule (24 CFR part 35, subpart A, or the equivalent 40 CFR part 745, subpart F) and the Lead Safe Housing Rule (24 CFR part 35, subparts B–R), the environmental consultant completing the LIRAs will provide the LIRA for every property to the property owner and obtain acknowledgements of receipt to that effect. Copies of these signed acknowledgements will also be provided to SCDH.

Proposers should note that the Scope of Services identified herein is considered an advanced draft and may be modified after selection of a consultant based upon changing circumstances and/or negotiations with the proposing firm(s).

C. Project Time Frame

The contract period will begin upon award of the grant. The county reserves the option of extending the contract without bid on a yearly basis for the duration of the award.

D. Reservation of Rights

1. The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts

E. Selection Criteria

Each response will be evaluated on the criteria outlined in Section VII of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the Vendor's EOC rating in the evaluation.

F. Additional Information and References

Any additional information that would be helpful to the County evaluating your proposal including a list of current and former clients with a similar profile to Shelby County should be submitted.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best qualified provider to be awarded a contract to provide lead based paint inspections and risk assessments on eligible low-moderate income owner-occupied homes and single family units.

X. SERVICES REQUIRED

The successful Proposers will utilize funds awarded under this proposal to carry out lead based paint inspections and risk assessments on eligible low-moderate income owner-occupied homes and single family rental units, *and provide Shelby County and property owners as well as any tenants occupying the unit with all documentation as outlined in VII. B Scope of Contract.*

XI. CONTRACT REQUIREMENTS

The successful Contractor (or Consultant) will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

(b) The County may terminate the Contract upon seven (7) days written notice by the County or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party.

No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Contractor will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work.

The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of Contractor, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Contractor, Contractor understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit

made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof. .

(f) Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Contractor will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONTRACTOR PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

The Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury
 - g) Builders Risk
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos and Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- 4) Builder's Risk – coverage for the construction or renovation of housing units built or renovated under this agreement.
- 5) Professional Liability or Errors and Omissions Liability – minimum of \$1,000,000 per claim/\$2,000,000 annual aggregate

- 5) Directors and Officers' Liability – covering the non-profit board members – minimum limit of \$1,000,000 per occurrence or claim.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Contractor will provide immediate notice to Shelby County.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XII. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals must be received by no later than 2:00 pm (CST) on Tuesday November 2, 2016, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original (clearly identified as original) and seven (7) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL, "RFP # 17-010-017" CONTRACTOR FOR LEAD-BASED PAINT RISK ASSESSMENT SERVICES FOR SHELBY COUNTY, TN " noted on the outside.**
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail of how the respondent is qualified to provide the services required.

- c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).

3. Cost and Fees

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the respondent's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. References

References of the proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services;
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.
- d. Copies of the TDEC Firm Certification as well as copies of the TDEC Risk Assessor certifications of all identified team members.

XIII. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications and experience of specific personnel assigned to this project;
 - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
 - iii. Project methodology;
 - iv. Previous experience in performing similar Services;
 - v. References;
 - vi. Proposed cost to Shelby County Government;
 - vii. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

Respondents requesting additional information or clarification are to contact Tosha Davenport at the address listed below. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will Wednesday October 26, 2016 by 12:00 p.m. (CST).***

Individual vendor questions will be answered by e-mail as received before the cut-off date. All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within forty eight (48) hours of the above cut-off date.

These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

Firms may request consideration by submitting one (1) original, one (1) electronic copy, and five (5) copies and a letter of interest and statement of qualifications to Tosha Davenport, Purchasing Specialist, Purchasing Department, Shelby County Government, 160 North Main Street, Suite 900, Memphis, TN 38103.

Please ensure you include the RFP name number and Title of proposal on the outside of the envelope. **RFP 17-010-17 "CONTRACTOR FOR LEAD-BASED PAINT RISK ASSESSMENT SERVICES FOR SHELBY COUNTY"**

All qualifications must be received by Ms. Davenport's office on or before 2:00 PM (Central Standard Time) November 2, 2016.

Submittals will be reviewed by a Consultant Review Committee (CRC) that will identify the most qualified proposers. At the discretion of the CRC, selected consultants may be interviewed to determine the most qualified firm or firms.

Proposals:

Interested consultants should submit a Letter of Interest and Statement of Qualifications including, but not limited to, the following:

- Firm name, address, and telephone number.
- Point of contact: name and telephone number.
- Summary of suggested approach, including identification of X-Ray Fluorescence (XRF) devices to be used, to meet the objectives for the project as described in the Scope of Services section.

- This summary should include a discussion of the timeline and benchmarks for completing both LIRAs and radon sampling and analysis from assignment to delivery of results to property owners and SCDH.
- Past experience specific to conducting lead-based paint inspections and risk assessments, as well as radon sampling and analysis, in accordance with all applicable EPA, HUD, and TDEC requirements.
- Overview of consulting team including clear statements of certifications and expertise in projects of this nature.
- Qualifications of staff and if applicable sub-consultants, including status of TDEC Risk Assessor certification and any other applicable certifications.
- Demonstrated ability to meet schedules.
- Completed Section 3 RFP documents included with this RFP.
- At least three (3) project references.
- Inclusion of a fee is not required. A cost proposal will be negotiated with the selected consultant.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex and creed or national origin. Interested Section 3, certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements.

The following guidelines for communication; have been established to ensure a fair and equitable process for all respondents:

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this Request for Qualifications may disqualify your company from further consideration.

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee County Code of Ordinances.

The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

Non-discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law.

The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Section 3 Employment Opportunities

The Contractor hereby agrees, warrants, and assures compliance with the provisions of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec. 1701u) as found at 24 CFR Part 135. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Shelby County encourages responses from consultants qualifying as Section 3 Business Concerns.

Evaluation Process

Submittals will be reviewed by a Review Committee that will identify the most qualified proposers. At the discretion of the Review committee, selected consultants may be interviewed to determine the most qualified firm or firms.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex and creed or national origin. Interested certified LOSB firms, Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements.

V. INSURANCE REQUIREMENTS

The Provider will provide evidence of the following insurance coverage with limits no less than:

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a. Premises/Operations
 - b. Products/Completed Operations
 - c. Contractual
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Personal Injury and Advertising Liability
2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
3. *Workers Compensation and Employers' Liability Insurance* - As required by Tennessee State Statute. Employers Liability limit is \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
4. *Professional Liability Insurance* – Errors and Omissions Coverage in limits of no less than \$1,000,000 per claim/\$3,000,000 annual aggregate.

All policies will provide for sixty (60) days written notice to Shelby County of cancellation of coverage provided. Ten (10) day notice is applicable to non-payment of premium.

If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Provider will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County as additional insureds.

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Provider shall purchase an extended reporting endorsement or replace coverage with the same retroactive date and furnish evidence of same to the County.

All insurance policies maintained by the Provider/Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

Section 3

Documents

(RFPs and RFPs)

Section 3

Forms, Reports, and Policy

This project is governed under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 1351], which provides preference to low-to very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these person, for new employment, training and contracting opportunities.

Required Section 3 Forms and Reports

Section 3 Opportunity Plan

A Section 3 Opportunity Plan must be completed by bidders or applicants seeking funding from the Shelby County Division of Planning and Development and the Department of Housing for a Section 3 covered project. The Section 3 Opportunity Plan must be submitted with the project bid or grant application.

Forms included in the Section 3 Opportunity Plan

1. Outreach Efforts to Section 3 Businesses
2. Section 3 Business Certification Form
3. Commitment to Contracting

A Section 3 Opportunity Plan is included.

Section 3 Summary Report

Project award recipients are required to complete and submit a Section 3 Summary Report each month throughout the life of the project. Information is cumulative and should run through the last day of the reporting month. Example: A report period of May 2015 will document required information from the start of the project through the last day of the May 2015.

A Section 3 Summary Report is included.

Section 3 Business Certification Form

Preferential contract consideration will be granted to Section 3 businesses. The Section 3 Business Certification Form must be completed by businesses seeking Section 3 status. The Section 3 Business Certification Form must be completed by businesses listed as Section 3 in the Section 3 Opportunity Plan. The certification form must also be submitted with the Section 3 Summary Report when a contract is issued to a Section 3 business after the start of the project.

A Section 3 Business Certification Form is included.

Section 3 Opportunity Plan

Understanding Section 3

Section 3 is a Local Jobs and Contracting Initiative Utilizing Federal Housing Grant Funds.

What is Section 3?

Section 3 is a HUD requirement designed to ensure that the HUD funds invested in housing and community development activities provide employment opportunities for low income people. HUD's regulations state that "to the greatest extent feasible," businesses and employers working on select HUD-funded projects must make a good faith effort to train and employ low-to very low-income individuals in the area (called "Section 3 residents") and also to contract with business identified as Section 3.

In summary, the obligations of Section 3 are:

1. Provide training for Section 3 residents, and report on the outreach and training undertaken.
2. To the greatest extent feasible hire and train Section 3 residents, and report on employees and new hires.
3. To the greatest extent feasible contract with Section 3 businesses, and report on contracts and subcontracts.

Contracting Obligations: Applies to CDBG Projects

Applies to all projects

Section 3 requires that award recipients fulfill the following obligations:

- Show commitment to meet HUD's contracting requirement (the "minimum numerical target for contracting") that Section 3 businesses receive at least 10% of the building trades contracts for the project, and at least 3% of the total amount for all non-building trade contracts.
- "To the greatest extent feasible" contract with Section 3 business concerns identified as
 - 51 percent or more owned by Section 3 residents; or

- At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within 3 years of the dated of first hire; or
- Provides evidence, as required, of a commitment to subcontract in excess of 25 percent (25%) of the dollar award of all subcontractors to businesses that meet one of the qualifications above.

Hiring Obligations: Applies to all CDBG Projects

Applies to all Projects

Section 3 requires that award recipients fulfill the following obligations to the greatest extent feasible when new employees are hired:

- Meet HUD’s hiring requirement (the “minimum numerical target for training and employment”) that 30% of new hires be Section 3 individuals.
- “To the greatest extent feasible” provide preference to hire area residents who are:
 - Low- to very low- income residents of the housing development or developments in which the HUD funds shall be expended; or
 - Low- to very low- income residents of other housing developments managed by the local Millington Housing Authority or the Memphis Housing Authority; or
 - Participants in HUD Youthbuild Programs; or
 - All other residents (including Section 8 recipients) of Shelby County who meet the low-to very low-income guidelines for Section 3 preference.

Section 3 Opportunity Plan

(TO BE COMPLETED FOR COMMUNITY DEVELOPMENT PROJECTS)

PURPOSE

The purpose of the Section 3 Opportunity Plan is to ensure that jobs and economic opportunities generated by the U. S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs shall be directed to low- and very low- income persons to the greatest extent feasible, particularly those who are recipients of government assistance for housing and business concerns providing such opportunities.

BIDDER OR APPLICANT

RFP # and PROJECT NAME

CONTACT NAME
APPLICABLE)

TELEPHONE

EMAIL (IF

Requirements

The submitter of this Section 3 Opportunity Plan hereby agrees to comply with all of the provisions of Section 3 as set forth in 24 CFR 135, which implements Section 3 requirements. The Section 3 Opportunity Plan must be submitted with the Request For Quotation (RFP), Request For Proposal (RFP), contact response, or grant application to Shelby County's Division of Planning and Development/Department of Housing or the appropriate Division/Department issuing the applicable request.

If a contract is awarded, a Section 3 Summary Report identifying progress in meeting the goals established in this Plan must be submitted monthly for projects throughout the contract period. The Section 3 Summary Report shall be submitted no later than 10 days after the end of each calendar month of the contract (e.g. January 10th, February 10th etc.). For any goal not met, the report shall identify other economic opportunities that the contract recipient has or intends to provide.

The failure of the contract recipient to comply with the approved Plan shall be considered an event of default under the contract agreement.

Commitment to Contracting

Applies to all projects

Each applicant or bidder for a construction or labor-related contract **must complete this Plan** and submit all relevant information required herein. The following contracting requirements must be satisfied to the greatest extent feasible:

- At least ten percent (10%) of the total dollar amount of all applicable HUD-funded construction contracts shall be awarded to businesses identified as Section 3.
- At least three percent (3%) of the total dollar amount of all applicable HUD-funded non-construction contracts shall be awarded to businesses identified as Section 3.

The following documents must be completed and submitted with this Plan:

- Outreach Efforts to Section 3 Businesses
- Section 3 Business Certification Form
- Section 3 Commitment to Contracting

Commitment to the Employment and Training

Applies to all projects

Each bidder or applicant for a construction or labor-related contract must complete this Plan and submit all relevant information required herein. Bidders and applicants must satisfy the following hiring requirements to the greatest extent feasible:

Thirty percent (30%) of the aggregate number of **new** positions during a one year period shall be filled with Section 3 residents. Example: A construction contractor hires 10 new workers. Three of the new workers should qualify as local low- to very-low income persons.

Compliance

The failure of the bidder or applicant to comply with the Section 3 Opportunity Plan shall be considered an event of default under the contract agreement.

Acknowledged by

PRESIDENT OR AUTHORIZED OFFICER (PLEASE PRINT)

SIGNATURE

DATE

BUSINESS OR ORGANIZATION NAME

Section 3 Opportunity Plan

Outreach Efforts to Section 3 Businesses

Applies to all projects

Documentation of efforts to engage Section 3 businesses must be provided with responses to RFPs, RFPs, and grant applications.

Project Name _____

This form is to be completed by bidders or applicants seeking funding under a Shelby County Division of Planning and Development/Department of Housing Section 3 covered program (or any other Shelby County Division/Department when Section 3 applies).

Organization _____

Submitted By _____

The following businesses identified as Section 3 were contacted to determine capacity and availability to work on the above-listed project:

1. Company _____
Contact _____
Telephone /Email _____
Date(s) Contacted _____ Quote Provided (Y/N) _____
Follow-up Action and Company Response _____

2. Company _____
Contact _____
Telephone /Email _____
Date(s) Contacted _____ Quote Provided (Y/N) _____
Follow-up Action and Company Response _____

3. Company _____
Contact _____
Telephone /Email _____
Date(s) Contacted _____ Quote Provided (Y/N) _____
Follow-up Action and Company Response _____

4. Company _____
Contact _____
Telephone /Email _____
Date(s) Contacted _____ Quote Provided (Y/N) _____
Follow-up Action and Company Response _____

(Attach additional sheets if necessary)

Section 3 Business Certification Form

Required if Section 3 businesses are included in the bid or application

Businesses seeking Section 3 status and preference in contract by DPD/Department of Housing must complete and submit a Section 3 Business Certification Form.

Business Name_____

Address_____

City_____ State_____ Zip_____

Federal Employer Identification Number_____ Duns Number_____

Type of Business

- ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Joint Venture
-

Please select one of the following three qualification methods for status as a Section 3 business.

☐ **Section 3 resident-owned business (51 % of more owned by Section 3 residents)**

The following documents may be required in the future as added confirmation of status

- Complete list of Section 3 resident owners
- Section 3 Resident Certification Forms for each Section 3 resident owner

☐ **At least 30 % of permanent, full-time workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business**

The following documents may be required in the future as added confirmation of status

- Complete list of all current full-time employees
- Complete list of employees claiming Section 3 status and employees Section 3 Resident Certification forms.
- Other evidence of Section 3 status less than 3 years for date of employment

☐ **Subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses**

The following documents may be required in the future as added confirmation of status

- Complete list of subcontracted Section 3 businesses and subcontract amount

I certify to the best of my knowledge that the information contained here within is true and accurate.

Signature_____

Date_____

Print Name_____

Title_____

Section 3 Income Limits 2016

Shelby County Division of Planning and Development

The following indicates the current 2016 Income limits associated with Section 3 Residents.

All **businesses** who are a part of this proposal and are claiming Section 3 status as a part of this submission must check the total income by household size, provide the requested information at the bottom of the document, and include the form in the document. Supporting documentation may be requested if necessary.

2016 ANNUAL HOUSEHOLD INCOME				
Select the statement that represents your household size and from that statement check the appropriate annual income level for your household, as verified by Federal Income Tax Returns, W-2s, Paycheck Stubs or other documents.				
	Low – Very Low Income Status		Non-Low Income Status	
My household size is 1 and my annual income was	—	\$33,700 or Less	—	More than \$33,700
My household size is 2 and my annual income was	—	\$38,500 or Less	—	More than \$38,500
My household size is 3 and my annual income was	—	\$43,300 or Less	—	More than \$43,300
My household size is 4 and my annual income was	—	\$48,100 or Less	—	More than \$48,100
My household size is 5 and my annual income was	—	\$51,950 or Less	—	More than \$51,950
My household size is 6 and my annual income was	—	\$55,800 or Less	—	More than \$55,800
My household size is 7 and my annual income was	—	\$59,650 or Less	—	More than \$59,650
My household size is 8 and my annual income was	—	\$63,500 or Less	—	More than \$63,500

Certification:

I certify that the information provided is true and correct. I also agree that the information contained in this survey may be shared with other agencies in order to verify the eligibility or ineligibility of this project if necessary. I understand that anyone who fraudulently covers up a material fact or who knowingly gives false information required for eligibility determination is subject to prosecution under applicable criminal law.

Company Name: _____

Owner's Name: Print Name _____ Percent Ownership _____

My permanent address is: _____

Signature: _____ Date: _____

Section 3 Resident Certification Form

Shelby County Division of Planning and Development

The following indicates the current 2016 Income limits associated with Section 3 Residents.

All businesses certifying as a Section 3 business based upon **existing staff being 30% Section 3 Residents** under this proposal must have their current employees check the total income by household size, provide the requested information at the bottom of the document. Additional supporting documentation must be made available on requested if necessary.

2016 ANNUAL HOUSEHOLD INCOME				
Select the statement that represents your household size and from that statement check the appropriate annual income level for your household, as verified by Federal Income Tax Returns, W-2s, Paycheck Stubs or other documents.				
	Low – Very Low Income Status		Non-Low Income Status	
My household size is 1 and my annual income was	—	\$33,700 or Less	—	More than \$33,700
My household size is 2 and my annual income was	—	\$38,500 or Less	—	More than \$38,500
My household size is 3 and my annual income was	—	\$43,300 or Less	—	More than \$43,300
My household size is 4 and my annual income was	—	\$48,100 or Less	—	More than \$48,100
My household size is 5 and my annual income was	—	\$51,950 or Less	—	More than \$51,950
My household size is 6 and my annual income was	—	\$55,800 or Less	—	More than \$55,800
My household size is 7 and my annual income was	—	\$59,650 or Less	—	More than \$59,650
My household size is 8 and my annual income was	—	\$63,500 or Less	—	More than \$63,500

Certification:

I certify that the information provided is true and correct. I also agree that the information contained in this survey may be shared with other agencies in order to verify the eligibility or ineligibility of this project if necessary. I understand that anyone who fraudulently covers up a material fact or who knowingly gives false information required for eligibility determination is subject to prosecution under applicable criminal law.

Employee Name _____ Date of Employment: _____

My permanent address is: _____

Employee's Signature: _____ Date: _____

Employer's Signature: _____

Company Name: _____ Total Employees: _____